

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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CABLE ADDRESSES

CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 13213-D Filed 14th

NOV 16 1981 -2 50 PM

INTERSTATE COMMERCE COMMISSION

November 11, 1981

Federal Paper Board Company, Inc.
Lease Financing Dated as of July 1, 1981
16-1/2% Conditional Sale Indebtedness Due 1997

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Federal Paper Board Company, Inc., for filing and recordation counterparts of the following document:

Amendment Agreement dated as of November 1, 1981, among Federal Paper Board Company, Inc., as Lessee, La Salle National Bank, as Agent, The Bank of New York, as Owner, Exchange National Bank of Chicago, as Trustee, Evans Transportation Company, and the Investors.

The Amendment Agreement amends a Conditional Sale Agreement and a Lease of Railroad Equipment each dated as of July 1, 1981, previously filed and recorded with the Interstate Commerce Commission on August 4, 1981, at 2:35 p.m., Recordation Number 13213 and 13213-B, respectively.

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530
33 THROUGHMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 5814901

RALPH L. MCAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID G. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERSOWER

1-320A/20

NOV 16 1981

Date.....

Fee \$.....

ICC Washington, D. C.

Conrad T. ...
John ...

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Will be ...
Recordation No.
13213-D
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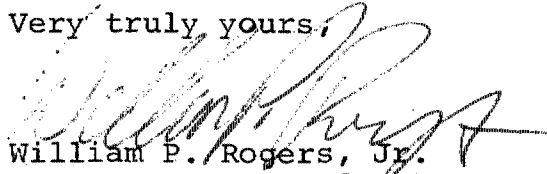
The Amendment Agreement amends the Conditional Sale Agreement by reducing the total amount of the CSA Indebtedness and increasing the equity contribution by a corresponding amount and amends the Lease by reducing the rental factors as a reflection of the change in the debt/equity ratio in the Conditional Sale Agreement.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 13213-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,


William P. Rogers, Jr.
as Agent for Federal Paper
Board Company, Inc.

Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

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NOV 16 1981 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1981, among FEDERAL PAPER BOARD COMPANY, INC., a New York corporation (the "Lessee"), LA SALLE NATIONAL BANK, a national banking association (the "Agent"), THE BANK OF NEW YORK, a New York corporation (the "Owner"), EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Trustee"), acting not in its individual capacity but solely as trustee under a trust agreement dated as of July 1, 1981, with the Owner, EVANS TRANSPORTATION COMPANY, an Illinois corporation ("Evans"), and LUTHERAN BROTHERHOOD, LUTHERAN MUTUAL LIFE INSURANCE COMPANY and GUARANTEE MUTUAL LIFE COMPANY (the "Investors").

WHEREAS the parties hereto (other than Evans) have entered into a Participation Agreement dated as of July 1, 1981 (the "Participation Agreement");

WHEREAS the Owner and the Trustee have entered into a Trust Agreement dated as of July 1, 1981 (the "Trust Agreement");

WHEREAS Evans and the Trustee have entered into a Conditional Sale Agreement dated as of July 1, 1981 (the "CSA"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August 4, 1981, and assigned recordation number 13213;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of July 1, 1981 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August 4, 1981, and assigned recordation number 13213-B; and

WHEREAS the Owner and the Lessee have entered into an Indemnity Agreement dated as of July 1, 1981 (the "Indemnity Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. The Participation Agreement is amended as follows:

(a) The third paragraph of the recitals is replaced by the following:

"The Investors will finance 63.7% of the cost of the Equipment to the Trustee by investing in the CSA Indebtedness (as defined in paragraph 4.3(b) of the CSA), and the Owner will finance 36.3% of the cost of the Equipment to the Trustee by making funds available to the Trustee under the Trust Agreement".

(b) Paragraph 16 is replaced by the following:

"16. Without limiting the obligations of the Lessee under the provisions of § 3.1 of the Lease, the Owner hereby agrees for the benefit of the Lessee to pay to the Agent (a) on the Cut-Off Date, an amount equal to the lesser of (i) the amount referred to in clause (a) of the last paragraph of Paragraph 9 hereof or (ii) \$5,637.53 and (b) on January 2, 1982, an amount equal to the sum of (i) the amount referred to in clause (b) of the last paragraph of Paragraph 9 hereof and (ii) the amount referred to in subparagraph (a) of § 3.1 of the Lease."

2. Section 1.03 of the Trust Agreement is hereby amended by deleting "33.006924%" appearing in the fifth line thereof and substituting therefor "36.3%".

3. The CSA is hereby amended as follows:

(a) The percentage "33.006924%" appearing in the third line of Section 1.1 is replaced by "36.3%".

(b) Section 4.3(a) is replaced by the following:

"(a) not later than 1 p.m., Chicago time, on the Closing Date with respect to each Group to be settled for prior to November 1, 1981 an amount equal to 33.006924% of the aggregate Purchase Price of the units of Equipment in such Group and not later than 1 p.m., Chicago time, on the Closing Date with respect to each Group to be settled for on or

after November 1, 1981 an amount which will cause the aggregate of all payments made pursuant to this subparagraph (a) to be equal to 36.3% of the aggregate Purchase Price of all the units of Equipment purchased pursuant to this Agreement; and".

- (c) Section 7.3 is amended by adding the following at the end thereof:

"For the purpose of this section, on and after final Closing Date hereunder (as provided in Section 4.2 hereof) the original Purchase Price of each unit shall be computed as if the amount paid for such unit pursuant to Section 4.3(a) had been 36.3% of the Purchase Price thereof."

4. The Lease is hereby amended as follows:

- (a) § 1 of the Lease is amended by adding the following at the end thereof:

"The Lessee, as lessee, and the Trustee (acting not in its individual capacity but solely as trustee under a trust agreement dated as of July 1, 1981 with The Bank of New York (which shall be deemed to be the owner for purposes of Section 168(f)(8) of the Internal Revenue Code of 1954)), as lessor, agree that this Lease is a lease for Federal income tax purposes and elect to have the provisions of Section 168(f)(8) apply to the Lease."

- (b) The percentages ".030285%"; "12.7802%"; "15.6202%"; and "15.2113%" appearing in the first paragraph of Section 3.1 are replaced by ".028796%"; "12.15218%"; "14.85115%"; and "14.46278%", respectively.

- (c) The second paragraph of Section 3.1 is replaced by the following:

"In the event that the Owner's payment to the Agent on January 2, 1982, pur-

suant to Paragraph 16 of the Participation Agreement, less any payments made by the Agent to the Trustee pursuant to the second paragraph of Paragraph 9 thereof, shall not equal 2.953471% of the aggregate Purchase Price, then the rentals and the casualty values thereafter payable by the Lessee shall be adjusted by such amount as shall, in the reasonable opinion of the Owner, cause the Owner's after-tax economic yield and cash flows, computed on the same assumptions, including tax rates, as were utilized by the Owner in originally evaluating this transaction as defined in the Indemnity Agreement dated as of the date of this Lease between the Owner and the Lessee (such economic yields and cash flows hereinafter called the "Net Economic Return") to equal the Net Economic Return that would have been realized by the Owner if any such event had not occurred; provided, however, that the rentals payable will never be less than the amounts required to enable the Trustee to satisfy its obligations to pay when due CSA Indebtedness and interest thereon."

- (d) Appendix B is replaced by the Appendix B attached hereto.

5. The Indemnity Agreement is hereby amended as follows:

- (a) Section 1(d) is replaced by the following:

"(d) In computing its taxable income, the Owner will be entitled to determine the allowances for depreciation of the Units based on (a) the unadjusted basis of the Units being in an amount equal to not less than the Purchase Price, (b) a salvage value equal to 0% of the unadjusted basis, (c) the Units being includible as '5-year property' within the meaning of Section 168(c)2 of the Code, and (d) using the percentages prescribed for '5-year property' in Section 168(b)(1)(A) of the Code (the "Class Life Deduction"); and

(b) Clause (b) of Section 4 is deleted in its entirety.

6. As provided in Section 4 hereof, the parties hereto agree to characterize the Lease as a Lease for Federal income tax purposes, elect to have Section 168(f)(8) apply to the Lease and agree to make such election as may be necessary in the manner required by the Internal Revenue Code of 1954 and any regulations promulgated thereunder.

7. The Owner hereby certifies that the rentals, so adjusted pursuant to Section 4(a) hereof and the Casualty Values so adjusted by Section 4(c) hereof are sufficient to satisfy the Grustee's obligations under the CSA.

8. Pursuant to Section 2 of the Participation Agreement, the Investors hereby approve the changes to the CSA and the Lease which are made hereby and the Agent hereby consents to such changes.

9. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to this Agent shall be deemed to be the original counterpart. Although for convenience this Agreement is dated as of the date first above written, the actual dates of execution hereof are the dates in the acknowledgements annexed hereto.

FEDERAL PAPER BOARD COMPANY, INC.,

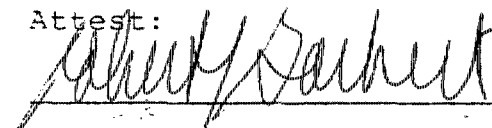
by _____

Attest:

LA SALLE NATIONAL BANK,

by _____

Attest:



Secretary

THE BANK OF NEW YORK,

by 

Attest:

AVP

(b) Clause (b) of Section 4 is deleted in its entirety.

6. As provided in Section 4 hereof, the parties hereto agree to characterize the Lease as a Lease for Federal income tax purposes, elect to have Section 168(f)(8) apply to the Lease and agree to make such election as may be necessary in the manner required by the Internal Revenue Code of 1954 and any regulations promulgated thereunder.

7. The Owner hereby certifies that the rentals, so adjusted pursuant to Section 4(a) hereof and the Casualty Values so adjusted by Section 4(c) hereof are sufficient to satisfy the Grustee's obligations under the CSA.

8. Pursuant to Section 2 of the Participation Agreement, the Investors hereby approve the changes to the CSA and the Lease which are made hereby and the Agent hereby consents to such changes.

9. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to this Agent shall be deemed to be the original counterpart. Although for convenience this Agreement is dated as of the date first above written, the actual dates of execution hereof are the dates in the acknowledgements annexed hereto.

FEDERAL PAPER BOARD COMPANY, INC.,

by

[Signature]

Attest:

John T. Flynn Jr.
Assistant Secretary

LA SALLE NATIONAL BANK,

by

Attest:

THE BANK OF NEW YORK,

by

Attest:

(b) Clause (b) of Section 4 is deleted in its entirety.

6. As provided in Section 4 hereof, the parties hereto agree to characterize the Lease as a Lease for Federal income tax purposes, elect to have Section 168(f)(8) apply to the Lease and agree to make such election as may be necessary in the manner required by the Internal Revenue Code of 1954 and any regulations promulgated thereunder.

7. The Owner hereby certifies that the rentals, so adjusted pursuant to Section 4(a) hereof and the Casualty Values so adjusted by Section 4(c) hereof are sufficient to satisfy the Grustee's obligations under the CSA.

8. Pursuant to Section 2 of the Participation Agreement, the Investors hereby approve the changes to the CSA and the Lease which are made hereby and the Agent hereby consents to such changes.

9. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to this Agent shall be deemed to be the original counterpart. Although for convenience this Agreement is dated as of the date first above written, the actual dates of execution hereof are the dates in the acknowledgements annexed hereto.

FEDERAL PAPER BOARD COMPANY, INC.,

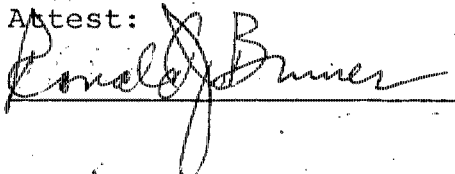
by _____

Attest:

LA SALLE NATIONAL BANK,

by  _____

Attest:

 _____

THE BANK OF NEW YORK,

by _____

Attest:

EXCHANGE NATIONAL BANK OF CHICAGO,
acting not in its individual
capacity but solely as trustee
under a trust agreement dated as
of July 1, 1981, with The Bank
of New York,

by _____

Attest:

EVANS TRANSPORTATION COMPANY,

by

William M. Seyton
Vice Pres.

Attest:

Thomas L. Schoenbeck

LUTHERAN BROTHERHOOD,

by _____

Attest:

LUTHERAN MUTUAL LIFE INSURANCE
COMPANY,

by _____

Attest:

EXCHANGE NATIONAL BANK OF CHICAGO,
acting not in its individual
capacity but solely as trustee
under a trust agreement dated as
of July 1, 1981, with The Bank
of New York,

by _____

Attest:

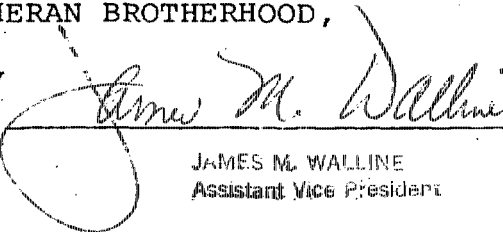
EVANS TRANSPORTATION COMPANY,

by _____

Attest:

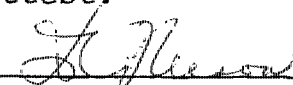
LUTHERAN BROTHERHOOD,

by



JAMES M. WALLINE
Assistant Vice President

Attest:



D. C. NELSON
Vice President

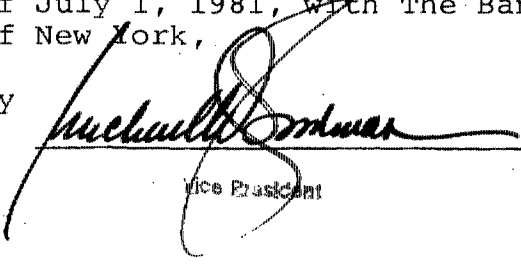
LUTHERAN MUTUAL LIFE INSURANCE
COMPANY,

by _____

Attest:

EXCHANGE NATIONAL BANK OF CHICAGO,
acting not in its individual
capacity but solely as trustee
under a trust agreement dated as
of July 1, 1981, with The Bank
of New York,

by


Vice President

Attest:


ASSISTANT TRUST OFFICER

EVANS TRANSPORTATION COMPANY,

by _____

Attest:

LUTHERAN BROTHERHOOD,

by _____

Attest:

LUTHERAN MUTUAL LIFE INSURANCE
COMPANY,

by _____

Attest:

EXCHANGE NATIONAL BANK OF CHICAGO,
acting not in its individual
capacity but solely as trustee
under a trust agreement dated as
of July 1, 1981, with The Bank
of New York,

by _____

Attest:

EVANS TRANSPORTATION COMPANY,

by _____

Attest:

LUTHERAN BROTHERHOOD,

by _____

Attest:

LUTHERAN MUTUAL LIFE INSURANCE
COMPANY,

by

Michael S. Daubs

Michael S. Daubs, Vice President-Investments

Attest:

James P. Anderson

JAMES P. ANDERSON, ASSISTANT GENERAL COUNSEL
AND ASSISTANT SECRETARY

GUARANTEE MUTUAL LIFE COMPANY,

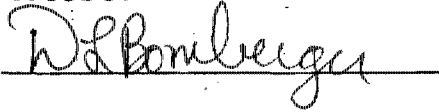
by



D. J. SCHONBERG, II

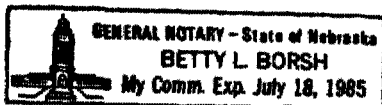
VICE PRESIDENT AND ASSISTANT TREASURER

Attest:



STATE OF *Nebraska*)
COUNTY OF *Douglas*) ss.:

On this *10th* day of *November* 1981, before me personally appeared *D. J. Schenberg Jr.*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of *Guarantee Mutual Life Company*, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Betty L. Borsh

Notary Public

(Notarial Seal)

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of , that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On this 11th day of November, 1981, before me personally appeared James M. Walline, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Lutheran Brotherhood, that one of the seals affixed to the foregoing instrument is the seal of said Minnesota corporation and that said instrument was signed and sealed on behalf of said Minnesota corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Minnesota corporation.

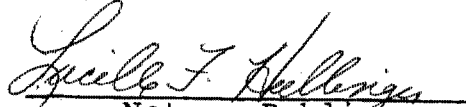


(Notarial Seal)

Merlyn Crumpton
Notary Public

STATE OF Iowa)
) ss.:
COUNTY OF Bremer)

On this 10th day of November, 1981, before me personally appeared Michael S. Daubs, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Lutheran Mutual Life Insurance Company, that one of the seals affixed to the foregoing instrument is the seal of said ~~national banking association~~ ^{corporation} and that said instrument was signed and sealed on behalf of said ~~national banking association~~ ^{corporation} by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said ~~national banking association~~ ^{corporation}.


Notary Public

[Notarial Seal]

Lucille F. Hullinger

My Commission expires September 30, 1983.

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of , that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.:

On this 9th day of November, 1981, before me personally appeared Michael D. Goodman, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

Frank M. Stone
Notary Public

STATE OF)
)
COUNTY OF) ss.:

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of , that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

Notary Public

STATE OF New Jersey) ss.:
COUNTY OF Bergen)

On this 11th day of November 1981, before me personally appeared Quentin J. Kennedy to me personally known, who, being by me duly sworn, says that he is a Vice President of FEDERAL PAPER BOARD COMPANY, INC., a New York corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Mary A. Alexantes
Notary Public

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 26, 1985

(Notarial Seal)

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of , that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

[Notarial Seal]

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 10th day of November 1981, before me personally appeared ROBERT B. PURCELL, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE BANK OF NEW YORK, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]


Notary Public

JO ANN BARNAO
NOTARY PUBLIC, State of New York
No. 01-4704050
Qualified in New York County
Commission Expires March 29, 1983

STATE OF)
) SS.:
COUNTY OF)

On this day of 1981, before me personally appeared, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

On this 10th day of November, 1981, before me personally appeared William M. Peyton, to me personally known, who being by me duly sworn, says that he is the Vice President of Evans Transportation Company, and Thomas L. Schoenbeck, to me personally known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notary Seal)

Paul J. Graf
Notary Public

My Commission Expires August 24, 1982

STATE OF Ill)
) ss.:
COUNTY OF Cook)

On this 9th day of November 1981, before me personally appeared R. E. WELLS, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of La Salle National Bank, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Loretta Harris
Notary Public

[Notarial Seal]

My Commission Expires July 12, 1984

STATE OF)
) ss.:
COUNTY OF)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of , that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

APPENDIX B TO THE LEASE

<u>Casualty or Termination Payment Date</u>	<u>Percentage of Purchase Price</u>
January 2, 1982	111.1008
January 2, 1983	116.2930
January 2, 1984	120.5947
January 2, 1985	121.8144
January 2, 1986	119.8793
January 2, 1987	116.9979
January 2, 1988	113.6207
January 2, 1989	109.7134
January 2, 1990	103.1111
January 2, 1991	96.6789
January 2, 1992	90.3762
January 2, 1993	84.1599
January 2, 1994	77.9225
January 2, 1995	71.6465
January 2, 1996	65.3598
January 2, 1997	59.1139
January 2, 1998	53.3747
January 2, 1999	46.8332
January 2, 2000	39.3825
January 2, 2001	30.9042
January 2, 2002	21.2000